

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

ACUITY, A MUTUAL INSURANCE
COMPANY,

Plaintiff,

vs.

RRR TRUCKING, LLC, *et al.*,

Defendants.

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Case No. 4:21-cv-01114

**DEFENDANT CRETE CARRIER CORPORATION'S ANSWER TO PLAINTIFF'S
COMPLAINT FOR INTERPLEADER AND DECLARATORY RELIEF**

Defendant Crete Carrier Corporation, for its Answer to Plaintiff's Complaint for Interpleader and Declaratory Relief, states as follows:

1. Defendant is currently without knowledge sufficient to form a belief as to the truth of the allegations of fact and conclusions of law contained in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 (including all subparts), 28, 29, 30, 31 and 32 of Plaintiff's Complaint; therefore, it denies the same.

2. Defendant admits that it is a Nebraska corporation with its principal place of business in Lincoln, Nebraska. Except as expressly admitted herein, Defendant denies the remaining allegations of fact and conclusions of law contained in paragraph 11 of Plaintiff's Complaint.

Count I

Defendant Crete Carrier Corporation, for its Answer to Count I of Plaintiff's Complaint, states as follows:

3. Defendant realleges its responses to paragraphs 1 through 32 of Plaintiff's Complaint, in response to paragraph 33 of Count I of Plaintiff's Complaint.

4. Defendant admits that it has sustained damages in the approximate amount of \$12,264.88 to date, and said sum could increase as the case progresses. Except as expressly admitted herein, Defendant is without knowledge sufficient to form a belief as to the truth of the allegations of fact and conclusions of law contained in paragraphs 34 (including all subparts) and 35 of Count I of Plaintiff's Complaint; therefore, it denies the same.

5. Defendant admits the allegations contained in paragraph 36 of Count I of Plaintiff's Complaint.

6. Defendant is without knowledge sufficient to form a belief as to the truth of the allegations of fact and conclusions of law contained in paragraphs 37 and 38 of Count I of Plaintiff's Complaint; therefore, it denies the same.

7. Further answering Plaintiff's Complaint, Defendant has denied, and continues to deny, that it and co-Defendant Keith Freshley bear any liability or responsibility for the damages claimed or which may be claimed by other parties herein as a result of the accident at issue in this lawsuit.

WHEREFORE, Defendant Crete Carrier Corporation respectfully requests and prays that this Court enter judgment in its favor in an amount commensurate with the evidence of Defendant's claim against the amount interpleaded by Plaintiff. Defendant also prays this Court for an order reserving any and all claims Defendant has or may have against Defendants Tony R. Pope and/or RRR Trucking, LLC, to the extent that Defendant's recovery against the funds interpleaded by Plaintiff fails to fully satisfy Defendant's claim herein, and for such other and further relief as the Court deems just and proper under the circumstances.

Count II

Defendant Crete Carrier Corporation, for its Answer to Count II of Plaintiff's Complaint, states as follows:

8. Defendant realleges its responses to paragraphs 1 through 38 of Plaintiff's Complaint, in response to paragraph 39 of Count II of Plaintiff's Complaint.

9. Defendant is without knowledge sufficient to form a belief as to the truth of the allegations of fact and conclusions of law contained in paragraphs 40, 41, 43 and 44 of Count II of Plaintiff's Complaint; therefore, it denies the same.

10. Defendant admits that it has sustained damages in the approximate amount of \$12,264.88 to date, and said sum could increase as the case progresses. Except as expressly admitted herein, Defendant is without knowledge sufficient to form a belief as to the truth of the allegations of fact and conclusions of law contained in paragraph 42 of Count II of Plaintiff's Complaint; therefore, it denies the same.

11. Further answering Plaintiff's Complaint, Defendant has denied, and continues to deny, that it and co-Defendant Keith Freshley bear any liability or responsibility for the damages claimed or which may be claimed by other parties herein as a result of the accident at issue in this lawsuit.

WHEREFORE, Defendant Crete Carrier Corporation respectfully requests and prays that this Court enter judgment in its favor in an amount commensurate with the evidence of Defendant's claim against the amount interpleaded by Plaintiff. Defendant also prays this Court for an order reserving any and all claims Defendant has or may have against Defendants Tony R. Pope and/or RRR Trucking, LLC, to the extent that Defendant's recovery against the funds

interpleaded by Plaintiff fails to fully satisfy Defendant's claim herein, and for such other and further relief as the Court deems just and proper under the circumstances.

/s/ Kevin L. Fritz
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Attorneys for Defendant Crete Carrier Corporation

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 28, 2021, the foregoing was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system upon all counsel of record.

/s/ Kevin L. Fritz